



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

**Gloria Molina**  
First District

**Yvonne Brathwaite Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

June 17, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AS-NEEDED MEDICAL PERSONNEL SERVICES AGREEMENT AMENDMENTS**  
(All Districts) (3 Votes)

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Director of Health Services, or his designee, to amend agreements for Temporary Medical Personnel Services Agreements, (as listed in Attachment B), with temporary personnel registry agencies to establish rates that are increased by a maximum of 3 percent. These services will be performed at an estimated cost of \$11,233,000, which includes a 3% increase of approximately \$340,000, effective July 1, 2004 through June 30, 2005, with a maximum increase of 3 percent per fiscal year for each of the subsequent two fiscal years, through June 30, 2007.
2. Delegate authority to the Director of Health Services, or his designee, to negotiate and execute form agreements with any additional registry agencies that are willing to agree to the County's terms and conditions for the services listed in Attachment C, upon review and approval of County Counsel and the Chief Administrative Officer and notification to the Board of Supervisors.

**PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:**

In approving these recommended actions, the Board will delegate authority to the Director of Health Services or his designee, to sign amendments to existing agreements to increase rates by a maximum of 3 percent and enter into new form agreements enabling the Department of Health Services (DHS or Department) to secure as-needed medical personnel without threat of patient care interruption, at reasonable rates and in sufficient numbers, to assure continued provisions of the following services: audiology, occupational therapy, physical therapy, recreation therapy, speech pathology, radiology, home health and temporary medical support personnel services without a threat of interruption to needed patient care. (See Attachment C for proposed agreement rates, by discipline, service level, and service type.)

### FISCAL IMPACT/FINANCING:

The estimated cost for the amendments is \$11,233,000 in costs, for the period effective July 1, 2004, through June 30, 2005. A maximum of 3 percent increase will be allocated for the services listed on Attachment C, effective July 1, 2005, and for each subsequent fiscal years through June 30, 2007. The Department believes that a 3 percent rate increase for the provision of services is justified because current rates have not been increased in over seven years. Funding is included in the Proposed Fiscal Year 2004-05 Budget and will to be requested in future fiscal years.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

#### Background

For a number of years, the County has contracted with Board-approved registry agencies for the provision of as-needed and part-time medical personnel services to address critical staffing shortages, peak workloads, unexpected emergencies, and vacation coverage at DHS facilities. There are seven such agreements for the following services: audiology, occupational therapy, physical therapy, recreation therapy, speech pathology, radiology, home health and other temporary medical personnel services.

On December 19, 2000, the Board approved form renewal agreements utilizing payment rates already in effect on that date, which resulted in the Department's existing contractor list (Attachment B). On June 17, 2003, the Board approved one-year extension amendments through June 30, 2004. On two subsequent occasions the Board approved new contracts effective through June 30, 2004. On April 27, 2004 and May 11, 2004, the Board approved two related amendment requests; one to amend the Pharmacist, Pharmacy Intern, and the second to amend Respiratory services respectively, approving a rate increase for those two services for the period effective April 27, 2004 and May 11, 2004 through June 30, 2007.

#### Current Status

County contract rates for the temporary medical personnel services categories of audiology, occupational therapy, physical therapy, recreation therapy, speech pathology, radiology, home health, and medical support are below the current market rate. Because these services are in demand and the County's rates are not competitive, it is difficult, if not in some cases impossible, to secure these temporary medical personnel services through our agreements. (Rather than jeopardize operations, DHS facilities have, in some cases, utilized the purchase order process to secure temporary medical personnel services, and paid the market rate.) The proposed new rates are listed in Attachment C.

The County's contracted hourly rates for physical therapy, occupational therapy, speech pathology therapist and physical therapy assistants, are substantially less than the rates charged and received by the registries from non-County providers. For example, the County-contracted rate for speech pathologists is \$50 as opposed to the \$61 rate charged to and received by non-County providers. Consequently, the County is unable to secure an adequate number of as-needed, part-time speech pathologists, physical therapy assistants, occupational therapist, physical therapist and other temporary personnel services. As According to the Chief Administrative Office, LAC+USC Health Network has a 31.25% vacancy factor for occupational therapists in addition to the regular absences due to medical leaves, vacations, and jury duty commitments.

The County's rates for radiology are a standard \$50 per hour for all position levels and services. Non-County rates paid to the registry range from \$47 to \$89 per hour, depending on the position level and type of service. From July 1, 2003 through December 31, 2003, DHS has requested forty radiology personnel and the registries have supplied only one.

The Department intends to offer amendments to the current contractor registry pool from which these services are offered to DHS facilities and other County departments. The Department also intends to allow other interested registries the opportunity to contract with the County, once qualified by our DHS facilities and reviewed and approved by County Counsel. These contract services will continue to be utilized only for the most critical Department functions for which County employees and County Re-employment List personnel are unable to provide. The Department will continue to canvass qualified employees on the County's Re-employment List to determine if such employees are interested in providing the as needed or part-time services.

These amendments include provisions requiring each provider to have a risk management or loss prevention plan prior to commencing services and to comply with all County standard indemnification and insurance requirements.

The Department is also including revised Board-mandated language provisions for Child Support and Contractor Responsibility and Debarment.

The form amendments have been reviewed by the Department of Human Resources, affected unions, Employee Relations, and participating Department facilities.

Attachments A, B and C provide additional information.

County Counsel has approved the form amendments as to use and form.

#### CONTRACTING PROCESS:

Information concerning this open contracting opportunity will be posted on the Office of Small Business' Countywide Web Site. All interested and qualified registry agencies will be notified of this potential contracting opportunity to provide as-needed medical personnel services at DHS facilities and other County departments.

Existing County policy and procedures require the timely submission of contracts for Board approval. However, this request for approval of these amendments was not scheduled for placement on the Board's agenda prior to its effective date because of the volume of the Department's end of the fiscal year demands.

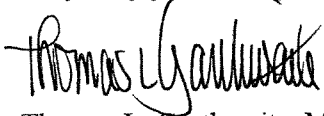
#### IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended agreement amendments will ensure the continued availability of as-needed temporary medical personnel services for County patients at County hospitals, comprehensive health centers, and health centers through June 30, 2007.

The Honorable Board of Supervisors  
June 17, 2004  
Page 4

When approved, this Department required three signed copies of the Board's action.

Very truly yours,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite". The signature is fluid and cursive, with the first name "Thomas" being more prominent.

Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

Attachments (3)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller

BLETC3473.CBA  
cba:06/10/04

**SUMMARY OF AGREEMENT**

1. TYPE OF SERVICE:

As-needed and part-time medical personnel services.

2. TERM:

The agreement amendments will become effective July 1, 2004 and continue through June 30, 2005, with provisions for two one-year automatic renewal periods ending on June 30, 2007.

3. FINANCING INFORMATION:

The estimated cost for the amendments is \$11,233,000 for the period effective July 1, 2004 through June 30, 2005, with provisions for two one-year automatic renewals through June 30, 2007. Funding is included in the Proposed Fiscal Year 2004-05 Budget and will continue to be requested in future fiscal years.

4. ACCOUNTABILITY FOR MONITORING:

The administrators and medical directors at the DHS facilities and at other County Departments where services are provided will continue to monitor the contractor's performance.

5. APPROVALS:

Clinical and Medical Affairs: Thomas L. Garthwaite, M.D., Director and Chief Medical Officer

Contract Administration: Irene E. Riley, Director

County Counsel (approval as to form): Sharon A. Reichman, Senior Deputy County Counsel

**EXISTING CONTRACTOR LISTING****EXHIBIT I**

(Audiology, occupational therapy, physical therapy, recreation therapy, and speech pathology personnel)

**CURRENT CONTRACT NO.**

Complete Therapy Services	H-211938-3
Cross Country Staffing	H-212219-3
Reliable Health Care Services	H-207302-3
RPT/PRN, LLC	H-211938-3

**EXHIBIT II**

(Temporary Radiologic Personnel Services)

Echo Tech Imaging	H-211923-3
Golden Imaging	H-207534-2
Mediscan Diagnostic Services, Inc.	H-207303-3
Reliable Health Care Services	H-207302-3
Siracusa Enterprises dba Quality Imaging Inc.	H-211920-3
United Technologists Association	H-700192-0
USC Radiology Associates	H-211937-3
X-PERT Medical Imaging, Inc.	H-700186-0

**EXHIBIT III**

(Home Health Services)

Complete Therapy Services	H-211939-3
Reliable Health Care Services	H-207305-3

**EXHIBIT IV**

(Medical Support Services-Excluding Pharmacist and Pharmacy Helper services)

Asereth Medical Services	H-700265-0
Reliable Health Care Services	H-207306-4
RX Relief, Inc.	H-212003-4

**EXHIBIT V**

(Mobile Lithotripsy Services)

Medstone International	H-300502-1
Lithotripters, Inc.	H-300290-1

**EXHIBIT VI**

(Neurological Testing)

Neurotrace	H-300291-1
Synaptic Technologies	H-300292-1

**ATTACHMENT C (Con't.)**

**PROPOSED RATES**

Pediatric Nurse	\$87.55
Licensed Physical Therapist	\$66.95
Registered Occupational Therapist	\$66.95
Licensed Speech Pathologist	\$66.95
Medical Social Worker	\$66.95
Nutritionist	\$66.95
Licensed Vocational Nurse	\$46.35
Home Health Aide/Certified Nurse Assistant	\$35.75

**EXHIBIT IV**

(Medical Support Services-Excluding Pharmacist and Pharmacy Intern)

Autopsy Technician	\$28.84
Cardiac Electrodiagnostic Technician	\$26.78
Dental Assistant	\$20.60
Electroencephalograph (EEG) Technician	\$26.78
Mortuary Technician/Aid	\$26.78
Radiation Oncology Physicist	\$82.40
Renal Dialysis Equipment	\$26.78
Pharmacy Technician	\$17.77
Pharmacy Helper	\$16.48

**EXHIBIT V**

(Mobile Lithotrippers) \$927.00 per case

**EXHIBIT VI**

(Neurological Testing)

EEG/EP Procedures (Routine)	\$103.00 per study
- for 40 to 50 studies/mo.	\$128.75 per study
- for 1 to 39 studies/mo.	\$154.50 per study
EEG Procedures (Neonatal/NICU) - month	\$144.20 per study for 51 plus studies
- for 40 to 50 studies/mo.	\$169.95 per study
- for 1 to 39 studies/mo.	\$195.70 per study

**Extended Studies**

EEG/EP Procedures (Prolonged - 1 Hr. Additional)	\$144.20 per study
EEG/EP Procedures (Prolonged - 2 Hr. Additional)	\$288.40 per study

**ATTACHMENT C**

**PROPOSED RATES**

**EXHIBIT I**

**MAX. RATE**

(Temporary audiology, occupational therapy, physical therapy, recreational therapy and speech pathology)

Licensed Audiologist	\$51.50
Audiology Assistant	\$37.08
Registered Occupational Therapist	\$51.50
Certified Occupational Therapy Assistant	\$37.08
Licensed Physical Therapy	\$51.50
Licensed Physical Therapy Assistant	\$37.08
Licensed Speech Pathologist	\$51.50
Recreation Therapist	\$51.50
Recreation Therapy Assistant	\$37.08
Rehabilitation Therapy Technician/Aide	\$25.75
Other Therapy Services not listed above	\$51.50

**EXHIBIT II**

(Temporary Radiologic Personnel Services)

Angiography Services	\$51.50
Computed Tomography Services	\$51.50
Echocardiography Services	\$51.50
General Radiology Services	\$36.05
Mammography Services	\$51.50
Nuclear Medicine Services	\$51.50
Radiation Therapy Services	\$51.50
Ultrasound Services	\$51.50
Other Radiologic Personnel Services	\$51.50

**EXHIBIT III**

(Home Health)

Team/Case/Patient Care Conference	\$61.80
Team/Case/Patient Care Orientation	\$61.80
Initial Evaluation (By Registered Nurse)	\$92.70
Registered Nurse	\$66.95



**ATTACHMENT C (Con't.)**

**PROPOSED RATES**

EEG/EP Procedures (STAT/On Call)	\$231.75 per study
EEG/EP Procedures (STAT/On Call 1 Hr. Additional)	\$272.95 per study
EEG/EP Procedures (STAT/On Call 2 Hr. Additional)	\$314.15 per study
No Show/No Call Patients (5 Month Maximum)	\$ 36.05 per study

Maximum number of studies scheduled per day is three, if less than three, there is a charge of \$70 for each study not performed but scheduled.

Electroencephalogram (EEG)	
Evoked Potentials (EP)	
Electromyography (EMG)	\$200.85 per study
Nerve Conduction Velocity Study (NCV)	\$200.85 per study

BLETCD3473.CBA  
cba:06/10/04

EXHIBIT I

Contract No. \_\_\_\_\_

TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT  
(\_\_\_\_\_)

Amendment No. \_\_\_\_

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between COUNTY OF LOS ANGELES (hereafter  
"County").

and \_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document  
entitled, "TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT", dated  
\_\_\_\_\_, and further identified as County Agreement  
No. \_\_\_\_\_, and any amendments thereto (all hereafter  
referred to as "Agreement"); and

WHEREAS, the parties among other things wish to extend the  
Agreement term for one (1) year, to and including June 30, 2005,  
with provisions for two (2), one (1) year automatic renewal  
periods ending on June 30, 2007, subject to the right of either  
party to terminate and withdraw from the relationship prior to  
that date, with or without cause, by giving at least thirty (30)  
days prior written notice thereof to the other party; and

WHEREAS, Agreement provides that changes may be made in the  
form of a written amendment which is formally approved and

executed by the parties.

"NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on July 1, 2004.

2. The first paragraph of Paragraph 1, TERM AND TERMINATION, shall be revised to read as follows:

"1. TERM AND TERMINATION: The term of this Agreement shall commence on January 1, 2001, and shall continue in full force and effect to and including June 30, 2005, with provisions for two (2), one (1) year automatic renewal periods ending on June 30, 2007. Except as otherwise set forth below, this Agreement may be terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' advance written notice thereof to the other."

3. Exhibit B, BILLING, PAYMENT AND SCHEDULE OF RATES, shall be revised and replaced in its entirety, as set forth in Exhibit B-1, attached hereto and incorporated herein by reference.

4. Paragraph 30, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of Agreement shall be revised to read as follows:

"30. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through

contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [ (42 USC section 653(a)) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b)."

5. Paragraph 31, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of Agreement, shall be revised to read as follows:

"31. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with

the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program", Paragraph 30 immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Insolvency and Default" Paragraph 14 of the Additional Provisions of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202".

6. Paragraph 32, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, of Agreement shall be deleted in its entirety.

7. Paragraph 35, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of Agreement shall be revised to read as follows:

"35. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other Agreements which indicates that Contractor is not responsible, County may in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an Agreement with County or a nonprofit corporation created by County, (2) committed an act of omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform an Agreement with the County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other

public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to (sub-contractors/subconsultants) of County Contractor's."

8. Except for the changes set forth hereinabove, the wording Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS HEREOF, The Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

/

/

/

/

/

/

/

/

/



Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

\_\_\_\_\_  
Irene E. Riley, Director  
Contract Administration

AMENDCD3474.CBA  
cba:06/07/04

EXHIBIT B-1

BILLING, PAYMENT AND SCHEDULE OF RATES  
(Temporary Audiology, Occupational Therapy, Physical Therapy  
Recreation Therapy and Speech Pathology Personnel)

1. BILLING AND PAYMENT: Contractor shall bill County weekly in arrears, in accordance with the terms, conditions and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., critical care, neonatal care, etc.), name of the person who provided services, date and hours worked, hourly rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate County Facility and to the attention of the Expenditure Management Division promptly at the end of each week. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

For purposes of this Agreement, the definitions and payment provisions listed below shall apply.

A. Overtime: For Contractor-referred personnel assigned on a per diem basis, overtime is defined as those hours worked in excess of eight (8) hours per day, or twelve (12) hours per day, depending on the shift scheduled by County and shall be billed at one and one-half (1.5) times the hourly rate.

For Contractor-referred personnel assigned on a weekly basis, overtime is defined as those hours worked in excess of forty (40) hours per week and shall be billed at one and one-half (1.5) times the hourly rate.

B. Call-Back Services: Contractor-referred personnel assigned on a weekly basis, who are called back at any time during the week by County Facility, shall be billed at one and one-half (1.5) times the hourly rate only for those hours worked in excess of forty (40) hours. Call-back services lasting less than one (1) hour shall be billed at a minimum of one (1) hour.

C. Holidays: Only the County Holidays (from shift start on or after 7:00 a.m., on the morning of the holiday and ending on or before 7:00 a.m. the following day) listed below shall be billed at one and one-half (1.5) times the hourly rate.

New Year's Day

Thanksgiving Day

Christmas Day

2. GENERAL CONDITIONS: For per-diem staffing (i.e., non-traveler personnel) County Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County Facility changes or cancels an order with less than two (2) hours prior notice, County Facility shall pay Contractor

an amount equivalent to four (4) hours of service.

If County Facility requests personnel less than two (2) hours before the start of a shift, then County Facility shall be liable for the whole daily rate, provided the individual referred by Contractor arrives within two (2) hours of shift start. If the individual arrives later than two (2) hours of shift start, County Facility shall pay Contractor only for the actual hours (rounded up to the nearest hour) worked.

If County Facility requests personnel after a shift has commenced and the individual arrives within two (2) hours of the time County Facility placed the request with Contractor, then County Facility shall be liable for the time worked plus an additional two (2) hours. If the individual arrives after the two (2) hour time limit referenced above, then County Facility shall be liable only for the actual hours worked.

3. HOURLY RATES: Contractor's rates for the services provided under this Agreement may be, upon mutual agreement between Contractor and County, less than, but shall not exceed the following:

Services	Maximum Hourly Rate
Licensed Audiologist	\$51.50*
Audiology Assistant	\$37.08*
Registered Occupational Therapist	\$51.50*
Certified Occupational Therapy Assistant	\$37.08*
Licensed Physical Therapists	\$51.50*

Services	Hourly Rate
Licensed Physical Therapy Assistant	\$37.08*
Licensed Speech Pathologist	\$51.50*
Recreation Therapist	\$51.50*
Recreation Therapy Assistant	\$37.08*
Rehabilitation Therapy Technician (Aide)	\$25.75*
Other therapy services not listed above (The specific rate is dependent upon the type of service and must be approved by County prior to the provision of services)	\$51.50*

- \* At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than the minimum requirements set forth in Paragraph 5.A. through K. Of Exhibit A, at a reduced hourly rate. The reduced hourly rate shall be computed as follows: the hourly rate, as listed above, less twenty-five percent (25%).

AGREECD265.CBA  
ca:11/02/00



EXHIBIT B-1  
BILLING. PAYMENT AND SCHEDULE OF RATES  
(Temporary Radiologic Personnel)

1. BILLING AND PAYMENT: Contractor shall bill County weekly in arrears, in accordance with the terms, conditions and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., critical care, neonatal care, etc.), name of the person who provided services, date and hours worked, hourly rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate County Facility and to the attention of the Expenditure Management Division promptly at the end of each week. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

For purposes of this Agreement, the definitions and payment provisions listed below shall apply.

A. Overtime: For Contractor-referred personnel assigned on a per diem basis, overtime is defined as those hours worked in excess of eight (8) hours per day, or twelve (12) hours per day, depending on the shift scheduled by County and shall be billed at one and one-half (1.5) times the hourly rate.

For Contractor referred personnel assigned on a weekly basis, overtime is defined as those hours worked in excess of forty (40) hours per week and shall be billed at one and one-half (1.5) times the hourly rate.

B. Holidays: Only the County Holidays (from shift start on or after 7:00 a.m., on the morning of the holiday and ending on or before 7:00 a.m., the following day) listed below shall be billed at one and one-half (1.5) times the hourly rate.

New Year's Day

Thanksgiving Day

Christmas Day

2. GENERAL CONDITIONS: County Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County Facility changes or cancels an order with less than two (2) hours prior notice, County Facility shall pay Contractor an amount equivalent to four (4) hours of service.

If County Facility requests personnel less than two (2) hours before the start of a shift, then County Facility shall be liable for the whole daily rate, provided the individual referred by Contractor arrives within two (2) hours of shift start. If the individual arrives later than two (2) hours of shift start, County Facility shall pay Contractor only for the actual hours (rounded up to the nearest hour) worked.



If County Facility requests personnel after a shift has commenced and the individual arrives within two (2) hours of the time County Facility placed the request with Contractor, then County Facility shall be liable for the time worked plus an additional two (2) hours. If the individual arrives after the two (2) hour time limit referenced above, then County Facility shall be liable only for the actual hours worked.

3. HOURLY RATES: Contractor's rates for the services provided under this Agreement may be, upon mutual agreement between Contractor and County, less than, but shall not exceed the following:

Services	Maximum Hourly Rate
Angiography Services	\$51.50
Computed Tomography Services	\$51.50
Echocardiography Services (Pediatric and/or adult)	\$51.50
General Radiology (X-Ray) Services	\$36.05
Mammography Services	\$51.50
Nuclear Medicine Services	\$51.50
Radiation Therapy Services	\$51.50
Ultrasound Services	\$51.50
Other Radiologic Services (Not listed above) (The specific rate is dependant upon the type of service and must be approved by County prior to the provision of services)	\$51.50

4. CALL-BACK/ON CALL SERVICES

Call-back angiography services  
6:00 p.m. to 6:00 a.m. the following  
morning on weekdays and twenty-four  
(24) hours per day on weekends and  
holidays.

\$309 per procedure for  
up to six (6) hours of  
service (rounded up to  
The nearest half-hour)  
and \$50 per hour for  
services in excess of  
six (6) hours.

CALL-BACK/ON CALL SERVICES

Call-back ultrasound or  
nuclear medicine services  
6:00 p.m. to 6:00 a.m. the  
the following morning on  
weekdays and twenty-four (24)  
hours per day on weekends and  
recognized County holidays.

\$206 for up to four  
(4) hours of service,  
(Rounded up to the  
nearest half-hour  
and \$50 pre hour for  
services in excess of  
Of four (4) hours.

ON-CALL SERVICES

Scheduled on-call services  
from outside the Medical Facility  
from 4:00 p.m. to 7:00 a.m.  
weekdays and twenty-four (24)  
hours per day weekends and  
holidays.

\$3.25 per hour  
(rounded up to the  
nearest half-hour).

EXHIBIT B-1  
BILLING, PAYMENT AND SCHEDULE OF RATES  
(HOME HEALTH SERVICES)

1. BILLING AND PAYMENT: For purposes of this Agreement, County shall be the responsible party for payment of Home Health Services rendered hereunder to patients referred by County's Home Health Agency, regardless of the patient's health care coverage status. Contractor shall make no demand upon any patient or his/her third-party payor. Contractor shall be reimbursed at the rates set forth below and in accordance with the following terms and conditions.

A. Contractor shall bill County with two (2) calendar months following the month of service. All billings shall be in duplicate and shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, name of the patient (one billing per patient), name of the person who provided services, level of the person who provided the services (i.e., physical therapist, occupational therapist, etc.), date the service was provided, and any other charges or credits, as set forth in this Agreement.

B. Billings shall be made and forwarded to County's Home Health Agency at the address listed in the "NOTICES" Paragraph in the body of the Agreement. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) days, provided County's Home Health Agency has received all required patient documentation, as

set forth in Exhibit A, Paragraphs 3.B., 3.C., 3.D., 3.E and 3.F. of this Agreement. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

If payment is made by County within ten (10) working days, County shall discount Contractor's invoice by one percent (1%).

C. After the first "non-at-home" visit, Contractor may bill County for such visits only when specifically requested by County's Home Health Agency to attempt a subsequent visit. Contractor shall indicate the date and time of such request, and the name of the County Home Health Agency person requesting the second attempt. Contractor shall not bill County for the first "non-at-home" visit.

2. RATES: Contractor's rates for the services provided under this Agreement shall not exceed the following:

Service	Rate
Team/Case/Patient Care Conference	\$61.80 per meeting (per attendee)
Team/Case/Patient Care Orientation	\$61.80 per meeting (per attendee)
Initial Evaluation (by Registered Nurse)	\$92.70 per visit*
Registered Nurse	\$66.95 per visit*
Pediatric Nurse	\$87.55 per visit*

Service	Rate
Licensed Physical Therapist	\$66.95 per visit*
Registered Occupational Therapist	\$66.95 per visit*
Licensed Speech Pathologist	\$66.95 per visit*
Medical Social Worker	\$66.95 per visit*
Nutritionist	\$66.95 per visit*
Licensed Vocational Nurse	\$46.35 per visit*
Home Health Aide/Certified Nurse Assistant	\$35.75 per visit*

\* For purposes of this Agreement, a "Visit" is defined as lasting no more than two (2) hours.

AGREECD268.CBA  
cba:06/08/04

EXHIBIT B-1

BILLING, PAYMENT AND SCHEDULE OF RATES  
(Temporary Medical Support Personnel)

1. BILLING AND PAYMENT: Contractor shall bill County weekly in arrears, in accordance with the terms, conditions and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., critical care, neonatal care, etc.), name of the person who provided services, date and hours worked, hourly rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate County Facility and to the attention of the Expenditure Management Division promptly at the end of each week. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

For purposes of this Agreement, the definitions and payment provisions listed below shall apply.

A. Overtime: For Contractor-referred personnel assigned on a per diem basis, overtime is defined as those hours worked in excess of eight (8) hours per day, or twelve (12) hours per day, depending on the shift scheduled by County and shall be billed at one and one-half (1.5) times the hourly rate.

For Contractor-referred personnel assigned on a weekly

basis, overtime is defined as those hours worked in excess of forty (40) hours per week and shall be billed at one and one-half (1.5) times the hourly rate.

B. Holidays: Only the County Holidays (from shift start on or after 7:00 a.m., on the morning of the Holiday and ending on or before 7:00 a.m., the following day) listed below shall be billed at one and one-half (1.5) times the hourly rate.

New Year's Day

Thanksgiving Day

Christmas Day

2. GENERAL CONDITIONS: County Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County Facility changes or cancels an order with less than two (2) hours prior notice, County Facility shall pay Contractor an amount equivalent to four (4) hours of service.

If County Facility requests personnel less than two (2) hours before the start of a shift, then County Facility shall be liable for the whole daily rate, provided the individual referred by Contractor arrives within two (2) hours of shift start. If the individual arrives later than two (2) hours of shift start, County Facility shall pay Contractor only for the actual hours (rounded up to the nearest hour) worked.

If County Facility requests personnel after a shift has commenced and the individual arrives within two (2) hours of the time County Facility placed the request with Contractor, then

County Facility shall be liable for the time worked plus an additional two (2) hours. If the individual arrives after the two (2) hour time limit referenced above, then County Facility shall be liable only for the actual hours worked.

3. HOURLY RATES: Contractor's rates for the services provided under this Agreement may be, upon mutual agreement between Contractor and County, less than, but shall not exceed the following:

Services	Maximum Hourly Rate
Autopsy Technician	\$28.84
Cardiac Electro diagnostic (ECG) Technician	\$26.78
Dental Assistant	\$20.60
Electroencephalograph (EEG) Technician	\$26.78
Mortuary Technician/Aid	\$26.78
Radiation Oncology Physicist	\$82.40
Renal Dialysis Equipment Technician	\$26.78
Pharmacist Technician	\$17.77
Pharmacy Helper	\$16.48



EXHIBIT B-1

BILLING, PAYMENT AND SCHEDULE OF RATES  
(Temporary Mobile Lithotripsy Personnel Services)

1. BILLING AND PAYMENT: Contractor shall bill County weekly in arrears, in accordance with the terms, conditions and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., critical care, neonatal care, etc.), name of the person who provided services, date and hours worked, rate per study, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate County Facility and to the attention of the Expenditure Management Division promptly at the end of each month. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

For purposes of this Agreement, the definitions and payment provisions listed below shall apply.

A. Overtime: For Contractor-referred personnel assigned on a per diem basis, overtime is defined as those hours worked in excess of eight (8) hours per day, or twelve (12) hours per day, depending on the shift scheduled by County and shall be billed at one and one-half (1.5) times the hourly rate.

For Contractor-referred personnel assigned on a weekly basis, overtime is defined as those hours worked in excess of forty (40) hours per week and shall be billed at one and one-half (1.5) times the hourly rate.

B. Holidays: Only the County Holiday (from shift start on or after 7:00 a.m., on the morning of the Holiday and ending on or before 7:00 a.m., the following day) listed below shall be billed at one and one-half (1.5) times the hourly rate.

New Year's Day

Thanksgiving Day

Christmas Day

2. GENERAL CONDITIONS: County Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County Facility changes or cancels an order with less than two (2) hours prior notice, County Facility shall pay Contractor an amount equivalent to four (4) hours of service.

If County Facility requests personnel less than two (2) hours before the start of a shift, then County Facility shall be liable for the whole daily rate, provided the individual referred by Contractor arrives within two (2) hours of shift start. If the individual arrives later than two (2) hours of shift start, County Facility shall pay Contractor only for the actual hours (rounded up to the nearest hour) worked.

If County Facility requests personnel after a shift has

commenced and the individual arrives within two (2) hours of the time County Facility placed the request with Contractor, then County Facility shall be liable for the time worked plus an additional two (2) hours. If the individual arrives after the two (2) hour time limit referenced above, then County Facility shall be liable only for the actual hours worked.

3. RATES: Contractor's rates for the services provided under this Agreement may be, upon mutual agreement between Contractor and County, less than, but shall not exceed the following:

SERVICES:

Each Case	\$927 per case
-----------	----------------

EXHIBIT B-1

BILLING, PAYMENT AND SCHEDULE OF RATES  
(Temporary Neurological Testing Personnel Services)

1. BILLING AND PAYMENT: Contractor shall bill County monthly in arrears, in accordance with the terms, conditions and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., critical care, neonatal care, etc.), name of the person who provided services, date and hours worked, rate per study, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate County Facility and to the attention of the Expenditure Management Division promptly at the end of each month. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

For purposes of this Agreement, the definitions and payment provisions listed below shall apply.

A. Overtime: For Contractor-referred personnel assigned on a per diem basis, overtime is defined as those hours worked in excess of eight (8) hours per day, or twelve (12) hours per day, depending on the shift scheduled by County and shall be billed at one and one-half (1.5) times the hourly rate.

For Contractor-referred personnel assigned on a weekly basis, overtime is defined as those hours worked in excess of

forty (40) hours per week and shall be billed at one and one-half (1.5) times the hourly rate.

B. Holidays: Only the County Holiday (from shift start on or after 7:00 a.m., on the morning of the Holiday and ending on or before 7:00 a.m., the following day) listed below shall be billed at one and one-half (1.5) times the hourly rate.

New Year's Day

Thanksgiving Day

Christmas Day

2. GENERAL CONDITIONS: County Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County Facility changes or cancels an order with less than two (2) hours prior notice, County Facility shall pay Contractor an amount as specified under Paragraph 3. Rates.

If County Facility requests personnel less than two (2) hours before the start of a shift, then County Facility shall be liable for the whole daily rate, provided the individual referred by Contractor arrives within two (2) hours of shift start. If the individual arrives later than two (2) hours of shift start, County Facility shall pay Contractor only for the actual hours (rounded up to the nearest hour) worked.

If County Facility requests personnel after a shift has commenced and the individual arrives within two (2) hours of the time County Facility placed the request with Contractor, then County Facility shall be liable for the time worked plus an additional two (2) hours.

If the individual arrives after the two (2) hour time limit referenced above, then County Facility shall be liable only for the actual hours worked.

3. RATES: Contractor's rates for the services provided under this Agreement may be, upon mutual agreement between Contractor and County, less than, but shall not exceed the following:

SERVICES:

EEG/EP Procedures (Routine)	\$103 per study \$128.75 per study for 40 to 50 studies/mo. \$154.50 per study for 1 to 39 studies/mo.
EEG Procedures (Neonatal/NICU) month	\$144.20 per study for 51 plus studies per month \$169.95 per study for 40 to 50 studies/mo \$195.70 per study for 1 to 39 studies/mo

Extended Studies

EEG/EP Procedures (Prolonged-1 Hr. Additional)	\$144.20 per study
EEG/EP Procedures (Prolonged-2 Hr. Additional)	\$288.40 per study
EEG/EP Procedures (STAT/On Call)	\$231.75 per study
EEG/EP Procedures (STAT/On Call 1 Hr. Additional)	\$272.95 per study
EEG/EP Procedures (STAT/On Call 2 Hr. Additional)	\$314.15 per study
No Show/No Call Patients (5/Month Maximum)	\$ 36.05 per study

Minimum number of studies scheduled per day is three, if less than three, there is a charge of \$70 for each study not performed but scheduled.

Electroencephalogram (EEG)	
Evoked Potentials (EP)	
Electromyography (EMG)	\$200.85 per study
Nerve Conduction Velocity Study (NCV)	\$200.85 per study

AGREECD2755.CBA  
ca:06/09/04